

AGENDA
ST. JOHNS COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

August 12, 2024
3 p.m.

Executive Board Conference Room
County Commission Office of the Administration Building
500 San Sebastian View
St. Augustine, FL 32084

****Regular Meeting****

1. Roll Call

2. Public Comment

Each person addressing the Board shall state their name and address for the public record and limit comments to three (3) minutes. Public comment will also be provided for each item containing a proposition (other than ministerial acts) before the Board.

3. Additions and/or Deletions to Agenda

4. Approval of Minutes

- May 13th and July 8th Meetings

5. Treasurer's Report

6. New Business

- Guest Speaker
Robert Gall, Ziegler
- IDA Branding Update
Tera Meeks, St. Johns County
- TPC Agreement
Mike McCabe, IDA Attorney

7. Reports

IDA Members

8. Adjournment (Next Meeting on September 9, 2024)

**MINUTES OF MEETING
INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. JOHNS COUNTY
May 13, 2024
at
500 San Sabastian View, St. Augustine FL**

Members Present: Viv Helwig, Geoff Litchney and Orville Dothage

Call In: None.

Members Absent: Kevin Kennedy and Ms. Churchwell

Guests Present: See attached sign-in sheet.

Mr. Helwig brings the meeting to order at 3:02 p.m.

Mr. Helwig asks for roll call. Mr. Helwig, Mr. Dothage, Mr. Litchney present. Mr. Kennedy & Ms. Churchwell absent.

Mr. Helwig asks for public comment.

No public comment.

Mr. Helwig asks for additions and deletions to today's agenda.

None.

Mr. Helwig asks for approval on the February 12, 2024 minutes.

Motion Mr. Litchney, Second Mr. Dothage to approve the minutes as presented.

Vote unanimous.

Mr. Helwig moves the meeting to the Treasurer's report.

Mr. O'Connell presents one check for payment \$433 made out to WH O'Connell & Associates PA for accounting services.

He asks for any questions concerning the financials. None noted.

Motion Mr. Litchney, Second Mr. Dothage to approve the financials as presented.

Vote unanimous.

Mr. Helwig moves the meeting to New Business.

St. Johns County Housing Finance Authority Overview.

Mr. Helwig introduces Ms. Morrow board member of the HFA of St. Johns County.

Ms. Morrow states Pricilla Howard Executive Director of the HFA was to present today but she was sick so I am filling in. Ms. Morrow reads a letter from Ms. Howard that details the HFA board, board members and the HFA's function. In the letter she states the HFA has funded two projects recently San Marco Heights and Victoria Crossing and has two more pending for late 2024. These projects are multi-family with units from one to three bedrooms. She concludes the letter by asking if the IDA could assist in helping the HFA or vice-versa in developing projects for the County.

Discussion on HFA activities and present.

Mr. Helwig moves meeting to TPC recap.

Mr. Maynard from the Chamber thanks the IDA for the tickets and states the weather was perfect for the event this year. The chamber distributed the tickets with the focus on Educational partners, Business partners and Developers.

Discussion on the recipients of the tickets.

Mr. Helwig moves meeting to IDA Branding

Ms. Zuberer presents a packet that includes the new branding and various other materials associated with it.

Discussion on the items presented.

Mr. Helwig moves the meeting to Reports.

IDA Members – no reports

Commissioner – no report

Staff – no report

Mr. Helwig states next meeting is at 3pm on 6/10/24, and asks for a motion to adjourn.

Motion Mr. Helwig, Second Mr. Dothage to adjourn the meeting at 4:15 p.m.

Vote unanimous.

IDA

SIGN IN SHEET

IDA BOARD MEMBERS

| | |
|---|-------------------|
| 1 | Orville Dothage |
| 2 | Geoffrey Litchney |
| 3 | Vivian Helwig |
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IDA MEETING

DATE: 05-13-24

VISITORS / GUESTS

Who do you represent?

| | | |
|----|-----------------------------------|-------------------------|
| 1 | Carolina Morrow | HFA |
| 2 | Henry O'Connell | IDA CPA |
| 3 | Scott Maynard | SJC Chamber of Commerce |
| 4 | Mike McCabe | IDA Attorney |
| 5 | Commissioner Christian Whitehurst | SJC BoCC |
| 6 | Jennifer Zuberer | SJC Tourism |
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**MINUTES OF MEETING
INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. JOHNS COUNTY
July 8, 2024
at
500 San Sabastian View, St. Augustine FL**

Members Present: Viv Helwig, Orville Dothage, Kevin Kennedy and Ms. Churchwell

Call In: Geoff Litchney

Members Absent: None.

Guests Present: See attached sign-in sheet.

Mr. Helwig brings the meeting to order at 3:03 p.m.

Mr. Helwig asks for roll call. Mr. Helwig, Mr. Dothage, Mr. Litchney, via phone, Mr. Kennedy & Ms. Churchwell all members present or on the phone. No members absent.

Mr. Helwig asks for public comment.

No public comment.

Ms. Zuberer introduces Sam Camp from the County's Economic Development department. She states he will be the new liaison with the County for the IDA

Mr. Helwig asks for additions and deletions to today's agenda.

None.

Mr. Helwig moves the meeting to Presbyterian Retirement Communities

Mr. Helwig opens the TEFRA hearing concerning the Presbyterian Retirement Communities Interlocal Agreement at 3:06 p.m.

Mr. Helwig asks for any public comment.

None.

Mr. Helwig closes the TEFRA hearing at 3:06 p.m.

Mr. Helwig introduces Irv Weinstein from Rogers Towers, Hank Keith from Presbyterian Retirement Communities and Robert Gall from Ziegler.

Mr. Weinstein gives a brief description of the reason for the TEFA hearing, states Orange County IDA will be the issuing agency and goes over the new money to be spent by PRC.

Mr. Kieth goes over the projects to be completed using this new issue and the bond issues that will be refunded. States the savings for PRC will be approximately ten million dollars.

Mr. Gall states the bond sizing will be between eighty to eight-five million dollars. PRC rating should remain A- with this issue.

Discussion.

Mr. Helwig asks PRC what the determining factor was to use Orange County IDA as the issuing agency instead of our IDA to close the deal.

Mr. Weinstein stated it came down to fees. Orange County's fee structure for this type of deal is lower than your IDA's.

Mr. Helwig asks if there are any further questions.

None.

Motion Mr. Helwig, Second Kennedy to pass resolution 2024-01 as presented.

Vote Mr. Litchney yes – via phone
Mr. Helwig yes
Mr. Kennedy yes
Ms. Churchwell yes
Mr. Dothage yes
Vote unanimous.

Mr. Helwig moves the meeting to the Treasurer's report.

Mr. O'Connell presents one check for payment \$675 made out to WH O'Connell & Associates PA for accounting services.

He asks for any questions concerning the financials. None noted.

Mr. Helwig moves meeting to IDA Branding

Ms. Zuberer presents several logos the IDA is to consider for their new logo taking into consideration the County's new branding.

Discussion on the items presented.

Mr. Helwig moves the meeting to Reports.

IDA Members

Mr. Helwig asks the members of the IDA what their thoughts are on the resolution pasted today with regards to the IDA not receiving any of the issuers fees.

Discussion on IDA fees and timing.

Mr. Helwig asks staff to invite Rob Gall to attend an IDA meeting in the near future to go over the IDA's current fee structure in light of today's results.

No other reports from members.

Commissioner – no report

Staff – no report

Mr. Helwig states next meeting is at 3pm on 8/12/24, and asks for a motion to adjourn.

Motion Mr. Helwig, Second Mr. Dothage to adjourn the meeting at 3:45 p.m.

Vote unanimous. Mr. Litchney vote via phone.

IDA

SIGN IN SHEET

IDA BOARD MEMBERS

| | |
|---|--------------------------|
| 1 | Vivian Helwig |
| 2 | Melissa Churchwell |
| 3 | Kevin Kennedy |
| 4 | Orv Dothage |
| 5 | Geoff Litchney (call-in) |
| 6 | |
| 7 | |

IDA MEETING

DATE: 07/08/2024

VISITORS / GUESTS

Who do you represent?

| | | |
|----|----------------------|-------------------------------------|
| 1 | Robert Gall | Ziegler |
| 2 | Henry Keith | Presbyterian Retirement Communities |
| 3 | Irv Weinstein | Roger Towers, P.A. |
| 4 | Christian Whitehurst | Board of County Commissioners |
| 5 | Colin Groff | Board of County Commissioners |
| 6 | Sam Camp | SJC Economic Development |
| 7 | Lex Taylor | SJC County Attorney's Office |
| 8 | Scott Maynard | SJC Chamber of Commerce |
| 9 | Jennifer Zuberer | SJC Tourism Department |
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4:25 PM
08/05/24
Accrual Basis

Industrial Development Authority
Profit & Loss
October 2023 through July 2024

| | <u>Oct '23 - Jul 24</u> |
|---|--------------------------|
| Income | |
| 3013 · Prosperity Bank Interest Income | 990.19 |
| 3015 · Prosperity CD Interest | <u>17,700.21</u> |
| Total Income | 18,690.40 |
| Expense | |
| 5010 · Accounting | 3,021.00 |
| 5016 · Contractual Services | 20,100.00 |
| 5710 · DCA Special Fees | <u>200.00</u> |
| Total Expense | <u>23,321.00</u> |
| Net Income | <u><u>(4,630.60)</u></u> |

4:25 PM
08/05/24
Accrual Basis

Industrial Development Authority
Balance Sheet
As of July 31, 2024

| | <u>Jul 31, 24</u> |
|---------------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1002 · Ameris Bank | 210,515.50 |
| 1004 · Ameris CD 2 | 395,936.71 |
| | <hr/> |
| Total Checking/Savings | 606,452.21 |
| | <hr/> |
| Total Current Assets | 606,452.21 |
| | <hr/> |
| TOTAL ASSETS | <u>606,452.21</u> |
| | <hr/> |
| LIABILITIES & EQUITY | |
| Equity | |
| 32000 · Net Position - Unrestricted | 611,082.81 |
| Net Income | (4,630.60) |
| | <hr/> |
| Total Equity | 606,452.21 |
| | <hr/> |
| TOTAL LIABILITIES & EQUITY | <u>606,452.21</u> |

HOSPITALITY PURCHASE AGREEMENT

This **HOSPITALITY PURCHASE AGREEMENT** (this “Agreement”) is between PGA TOUR Enterprises, LLC (“TOUR”), and the party listed herein as Purchaser. In consideration of the respective rights and obligations hereunder and other valuable consideration, TOUR and Purchaser have fully reviewed and agreed to this Agreement, including the full Terms and Conditions of this Agreement, as attached hereto.

TOURNAMENT: THE PLAYERS Championship
LOCATION: TPC Sawgrass, Ponte Vedra Beach, Florida
DATES: March 11 – 16, 2025
INVENTORY: Purchaser will receive the inventory listed in Exhibit A
INVESTMENT: \$20,000
PAYMENT: 2025 Investment: Full balance due by January 15th, 2025

*Remit payment to: THE PLAYERS Championship
Attn: Ticket Operations
P.O. Box 206 (invoices will be provided)
Ponte Vedra Beach, FL 32004*

TERM: March 11 – 16, 2025

PURCHASER: _____

PGA TOUR Enterprises, Inc.

By: _____
Name: _____
Title: _____
Date of Execution: _____

By: _____
Name: _____
Title: _____
Date of Execution: _____

Exhibit A

Email for Fulfillment of Digital Tickets: _____

Inventory

The Deck

- Located between 16/18 fairways.
 - Upon entering a hospitality venue for the first time, a wrist band will be affixed to each guest. On subsequent visits to the hospitality venue, both The Deck ticket and wrist band must be displayed to gain entry.
 - Beer, wine, seltzer, soda, and bottled water are included each day inside The Deck, Tuesday – Sunday. Upgraded food and full bar are available for purchase.
- Twelve (12) tickets providing access to The Deck and grounds access, Tuesday – Sunday
- Six (6) general parking passes per day, Tuesday – Sunday

Terms & Conditions

1. **PAYMENT TERMS.** Unless otherwise specified in this Agreement, in consideration for the Inventory, Purchaser shall pay TOUR the Investment plus applicable taxes.

2. **TAXES.** TOUR will separately list in all invoices any taxes applicable to this Agreement. Purchaser acknowledges that tax legislation may be amended from time to time and alter the tax amount applicable to this Agreement. TOUR will be responsible to adjust as necessary the tax applicable to any unpaid balance on this Agreement, and Purchaser shall be responsible for payment of applicable tax amounts.

3. **GIFTS, AWARDS & INCENTIVES.** *Purchaser solely responsible for verifying permission to participate.* Some companies do not allow their employees to receive gifts, awards or incentives or to participate in rewards programs. If any gifts (e.g., Pro-Am), awards or incentives (e.g., travel reward points) are included in the Inventory, it is Purchaser’s sole responsibility to apply its own policies regarding participation. In certain jurisdictions, the provision of, or receipt of, gifts, awards and other incentives by individuals may trigger tax/social security and or other liabilities on the part of Purchaser and/or the relevant individual. By signing this Agreement, Purchaser understands and agrees to declare and promptly pay any such taxes, contributions or payments for which it is liable from time to time. Purchaser is solely responsible for all federal, state and local taxes (including income and withholding taxes) and shall pay, or cause to be paid, any such liabilities, it being agreed that TOUR is not liable for such amounts in any way whatsoever. Any gifts, awards or other incentives redeemed by Purchaser are one-off, non-continuous benefits and do not give rise to any right to additional remuneration (or any exception thereof) as part of any employment package.

4. **INVENTORY.** TOUR shall not be obligated to provide the Inventory until TOUR receives full and timely payment of the Investment from Purchaser. TOUR reserves the right to modify the Tournament Location and/or Dates in its sole discretion and/or to substitute any Inventory item with an item of equal or greater value. TOUR will notify Purchaser of any such modification via regular mail and/or email. Purchaser shall receive the Inventory at such rescheduled or relocated Tournament. No such modification shall entitle Purchaser to a refund of the Investment. Hotel accommodations, if any, are single room, double occupancy unless otherwise explicitly detailed in the Inventory. Charges for security/damage deposits, parking, baggage, gratuities, resort, service and other amenities, including food and beverage, are not included unless explicitly detailed in the Inventory and are responsibility of guest(s) on arrival. Some such charges may be mandatory. Photo identification and valid credit card must be presented at check-in. Check-in, check-out, package handling and minimum age requirements vary by property. Rooms still occupied after the designated check-out time may incur charges, which are the responsibility of the guest(s). TOUR does not guarantee the standard, class, or fitness for purpose of any accommodation or service. Purchaser acknowledges that any section, row and/or seating numbers that may be included on electronic tickets are for inventory purposes only and unless expressly agreed herein do not reflect any actual and/or reserved seating location. Purchaser responsible to provide advance notice of anticipated special needs for disabled guests. Neither Purchaser nor any guest will receive points or any other benefits in conjunction with any reward or loyalty program in association with hotel room nights included in Inventory. All transportation, if any, subject to zero tolerance policy with respect to disorderly or disruptive behavior by passengers. Any minor passengers must be accompanied by a responsible adult. Drivers follow designated routes that are not subject to change in response to passenger request. Golf, if any, included in Inventory subject to compliance with course rules and regulations and dates of availability/expiration. Charges for carts, caddies, equipment rental, food and beverages are not included unless explicitly detailed in the Inventory and are the responsibility of Purchaser or guest(s). Pace of play and clothing policies vary by property. Media included in Inventory, if any, subject to advertising guidelines and policies of platform where such media is placed.

5. **FOOD & BEVERAGE.** Purchaser acknowledges that the Investment may be exclusive of food and beverage products and services. If food and beverage is included, such inclusion is detailed in the Inventory. Food and beverage may be purchased throughout the golf course at an additional cost to Purchaser. Professional caterers selected by TOUR will be assigned by TOUR when applicable. If Purchaser is assigned a caterer by TOUR, the caterer shall provide Purchaser a variety of menu options in exchange for a minimum catering charge. Additional catering charges may apply for other food and beverage services mutually agreed upon by Purchaser and the applicable caterer. Hours of food and beverage service are to be mutually agreed upon by Purchaser and the caterer. All beverage service subject to applicable law.

6. **WEATHER & CANCELLATION POLICY.** Except as otherwise set forth herein, Purchaser acknowledges and agrees that the Investment is nonrefundable. Purchaser shall not be entitled to a refund of any portion of the Investment in the event the Tournament or any element of the Inventory is postponed, delayed, shortened or rescheduled due to weather, an act of God, state of war, public safety, union strike or any other condition beyond the reasonable control of TOUR. In the event the Tournament or any element of the Inventory is postponed, delayed or rescheduled due to any such reasons, Purchaser shall receive the Inventory upon commencement of the rescheduled Tournament or will be provided substitute Inventory of equal or greater value at no additional charge to Purchaser. If the Tournament or any element of the Inventory is cancelled in its entirety prior to commencement of competitive play or fulfillment of the applicable element and not rescheduled, TOUR shall refund to Purchaser the Investment less any costs irrevocably incurred (construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such cancellation.

7. **NO LICENSE.** Purchaser acknowledges and agrees that, unless specifically detailed in the Inventory, no right or license to the use of any Federation (if applicable), TOUR or Tournament trademarks, names or logos has been granted hereunder. Purchaser shall not use, in any manner, any Federation, TOUR or Tournament trademarks, names or logos without TOUR's prior written consent (including as permitted pursuant to Section 8 below).

8. **PRODUCTS.** Purchaser shall not distribute goods or merchandise at the Tournament without prior written consent of TOUR. If so approved by TOUR, all products for distribution on-site at the Tournament, whether Tournament branded or co-branded with the Purchaser's brand, must be purchased through the PGA TOUR Corporate Merchandise team and must follow the PGA TOUR's [Permitted Products Policy](#). Each product will be reviewed and approved by the Tournament prior to production.

9. **ADMITTANCE.** TOUR reserves the right to refuse or revoke admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or refuse or revoke use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any of the Investment.

10. **YOUTH POLICY.** Unless otherwise posted on the Tournament website, children and youth fifteen years of age and younger admitted free with ticketed adult; provided, however, youth access is restricted to grounds only (no hospitality access).

11. **NO RESELLING.** No privileges contained in the Inventory, including, without limitation, badges, credentials and/or tickets, may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without prior written consent of TOUR. In the event of any such conveyance, assignment, sale or other transfer, TOUR shall have the right to refuse or revoke use of any badge, credential, ticket or other privilege provided in the Inventory, and Purchaser shall not be entitled to a return or refund of any of the Investment.

12. **INDEMNIFICATION; LIMITATION OF LIABILITY.** To the extent permitted by law, purchaser shall indemnify, defend and hold the Federation (if applicable), TOUR, their respective subsidiaries and affiliates and their respective officers, directors, employees, contractors, volunteers, vendors and agents ("Indemnitees") harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by the Indemnitees as a result of any breach of any obligation hereunder by Purchaser or as a result of Purchaser's use of the Inventory unless caused by the negligence or misconduct of the Indemnitees. In no event shall TOUR be liable to Purchaser for consequential, economic, incidental, indirect, punitive, special, or third-party damages incurred, or loss of profits, arising out of, in connection with, or related to this Agreement even if TOUR has been advised of the likelihood or possibility such damages may be incurred.

13. **TERMINATION.** This Agreement may be terminated by TOUR if the Tournament loses its title sponsor. Otherwise, this Agreement may not be terminated or canceled unless due to breach by Purchaser or TOUR, which breach is not cured within ten (10) days of notice by the non-breaching party. In the event of breach by Purchaser, TOUR shall retain all payments received hereunder as of the date of termination and shall have the right to pursue all available remedies at law or otherwise. In the event of termination due to loss of title sponsor or breach by TOUR, TOUR shall refund the Investment to Purchaser less any costs irrevocably incurred by TOUR in provision of the Inventory to Purchaser as of the date of such termination or breach (e.g., construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such termination.

14. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Purchaser may not assign its rights or obligations hereunder without prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties, which execution may be in counterparts (including by facsimile and/or other electronic means), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts, including by electronic means, and each such counterpart shall be deemed an original. The individual signing this Agreement on behalf of Purchaser represents and warrants that he/she has requisite authority to bind Purchaser to its terms.

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INVESTMENT: \$15,000
PAYMENT: 2025 Investment: Full balance due by January 15th, 2025

*Remit payment to: THE PLAYERS Championship
Attn: Ticket Operations
P.O. Box 206 (invoices will be provided)
Ponte Vedra Beach, FL 32004*

TERM: March 11 – 16, 2025

PURCHASER: _____

PGA TOUR Enterprises, Inc.

By: _____
Name: _____
Title: _____
Date of Execution: _____

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9. **ADMITTANCE.** TOUR reserves the right to refuse or revoke admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or refuse or revoke use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any of the Investment.

10. **YOUTH POLICY.** Unless otherwise posted on the Tournament website, children and youth fifteen years of age and younger admitted free with ticketed adult; provided, however, youth access is restricted to grounds only (no hospitality access).

11. **NO RESELLING.** No privileges contained in the Inventory, including, without limitation, badges, credentials and/or tickets, may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without prior written consent of TOUR. In the event of any such conveyance, assignment, sale or other transfer, TOUR shall have the right to refuse or revoke use of any badge, credential, ticket or other privilege provided in the Inventory, and Purchaser shall not be entitled to a return or refund of any of the Investment.

12. **INDEMNIFICATION; LIMITATION OF LIABILITY.** To the extent permitted by law, purchaser shall indemnify, defend and hold the Federation (if applicable), TOUR, their respective subsidiaries and affiliates and their respective officers, directors, employees, contractors, volunteers, vendors and agents ("Indemnitees") harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by the Indemnitees as a result of any breach of any obligation hereunder by Purchaser or as a result of Purchaser's use of the Inventory unless caused by the negligence or misconduct of the Indemnitees. In no event shall TOUR be liable to Purchaser for consequential, economic, incidental, indirect, punitive, special, or third-party damages incurred, or loss of profits, arising out of, in connection with, or related to this Agreement even if TOUR has been advised of the likelihood or possibility such damages may be incurred.

13. **TERMINATION.** This Agreement may be terminated by TOUR if the Tournament loses its title sponsor. Otherwise, this Agreement may not be terminated or canceled unless due to breach by Purchaser or TOUR, which breach is not cured within ten (10) days of notice by the non-breaching party. In the event of breach by Purchaser, TOUR shall retain all payments received hereunder as of the date of termination and shall have the right to pursue all available remedies at law or otherwise. In the event of termination due to loss of title sponsor or breach by TOUR, TOUR shall refund the Investment to Purchaser less any costs irrevocably incurred by TOUR in provision of the Inventory to Purchaser as of the date of such termination or breach (e.g., construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such termination.

14. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Purchaser may not assign its rights or obligations hereunder without prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties, which execution may be in counterparts (including by facsimile and/or other electronic means), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts, including by electronic means, and each such counterpart shall be deemed an original. The individual signing this Agreement on behalf of Purchaser represents and warrants that he/she has requisite authority to bind Purchaser to its terms.